

AN ORDINANCE **101859**

APPROVING THE SUBMISSION OF A CALENDAR YEAR (CY) 2006 COMMUNITY SERVICES BLOCK GRANT (CSBG) PERFORMANCE STATEMENT, BUDGET AND PERSONNEL COMPLEMENT TO THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS (TDHCA); AUTHORIZING THE ACCEPTANCE OF AN AMOUNT UP TO \$1,975,218.00, SUBJECT TO AWARD OF THE GRANT BY TDHCA; APPROVING THE CY 2006 CSBG BUDGET AND PERSONNEL COMPLEMENT; AUTHORIZING THE EXECUTION OF ANY DOCUMENTS REQUIRED IN CONNECTION WITH THE GRANT AWARD; AUTHORIZING THE EXECUTION OF A CONTRACT, CONTINGENT UPON FUNDING, WITH THE GUADALUPE COMMUNITY CENTER IN AN AMOUNT UP TO \$15,000.00, FOR THE PROVISION OF SERVICES IN CONNECTION WITH THE CSBG CY 2006 PROGRAM.

* * * * *

WHEREAS, the Community Action Division (CAD), which is a designated community action agency and a Community Service Block Grant (CSBG) eligible entity of the Department of Community Initiatives, has operated the Community Action Program (CAP) for the City of San Antonio and Bexar County since 1979; and

WHEREAS, the CAP is supported by the U.S. Department of Health and Human Services, Office of Community Services, with CSBG funds being administered by the Texas Department of Housing and Community Affairs (TDHCA); and

WHEREAS, the TDHCA estimates an allocation in an amount up to \$1,975,218.00 of CSBG funds to the City for continuation of the CAP from January 1, 2006 to December 31, 2006 for which the Community Action Advisory Board (CAAB) has developed, reviewed, approved, and is now recommending a funding plan; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The submission of a Calendar Year (CY) 2006 Community Services Block Grant (CSBG) Performance Statement, Budget and Personnel Complement to the Texas Department of Housing and Community Affairs (TDHCA) in connection with the continued operation of the 2006 CSBG program is hereby approved. Said Performance Statement, Budget, and Personnel Complement are attached hereto and incorporated herein for all purposes as Attachments I, II, and III respectively.

SECTION 2. The City Manager, or the City Manager's designee, or the Director of the Department of Community Initiatives is authorized to accept CSBG funds from TDHCA in an amount up to \$1,975,218.00, upon award, in connection with the continued operation of the CSBG program through December 31, 2006. The City Manager, or the City Manager's designee

or the Director of the Department of Community Initiatives is authorized to execute any documents necessary in connection therewith.

SECTION 3. Upon award, Fund No. 2606000, Internal Order No. 138000000432, entitled "2006 CSBG-Community Action Division", is designated for use in accounting for said grant and the sum \$1,975,218.00 is appropriated in said fund. A budget and personnel complement for CY 2006, set forth in Attachment II, and III, respectively, are approved.

SECTION 4. The recommendation of the Community Action Advisory Board for the City to spend up to \$15,000.00 of CSBG funds on the Guadalupe Community Center for the provisions of Volunteer Income Tax Assistance is accepted. The City Manager, or the City Manager's designee or the Director of the Department of Community Initiatives, is authorized to execute a contract, contingent upon funding, with the Guadalupe Community Center for the period January 1, 2006 through September 30, 2006. Said contract, in substantially final form, is attached hereto and incorporated herein for all purposes as Attachment IV.

SECTION 5. The financial allocations in this ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, subject to concurrence by the City Manager, or the City Manager's designee, may correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP internal orders and SAP GL Accounts as necessary to carry out the purpose of this ordinance.

SECTION 6. This Ordinance shall become effective on and after December 25, 2005.

PASSED AND APPROVED this 15th day of December 2005.

ATTEST:

Leticia M. Vaca
City Clerk

[Signature]
M A Y O R
FIN

APPROVED AS TO FORM:

Hollis Young
for City Attorney

PERFORMANCE STATEMENT FOR FY 2006

	Services, Programs, and Activities	Counties Served	Funding Source (federal or state agency) & Name of Grant (Do not use abbreviations)	National Performance Indicators (NPI) (Identify specific codes, ex: 1.1A)
1.	Employment Casemanagement/SI Program Unemployed and obtained a job Employed & obtained an increase in employment income Achieved "living wage"	Bexar	Community Service Block Grant	1.1A, 1.1B, 1.1C
2.	Employment Supports Casemanagement/SI Program Training program certificate/diploma Complete ABE/GED, Post Secondary Education	Bexar	Community Service Block Grant	1.2A, 1.2B, 1.2C
3.	Employment Supports Casemanagement/SI Program Transportation, Food, Clothing & Uniform & Tools, Healthcare	Bexar	Community Service Block Grant	1.2F, 1.2I, 1.2J, 1.2G
4.	Employment/Education Casemanagement/SI Program Food, Books & Test & Tuition & Supplies, Transportation, Uniforms & Clothing, Health Care	Bexar	Community Service Block Grant	1.2K, 1.2L, 1.2M, 1.2N, 1.2O
5.	Economic Asset Enhancement & Utilization VITA/Volunteer Income Tax Assistance	Bexar	Community Service Block Grant	1.3A1
6.	San Antonio Water System Affordability Discount Program	Bexar	San Antonio Water System	1.3A3
7.	Civic Investment CAAB- Representatives of the Poor	Bexar		3.1
8.	Community Empowerment Through Maximum Feasible Participation CAAB-Representative of the Poor	Bexar		3.2A

PERFORMANCE STATEMENT FOR FY 2006

	Services, Programs, and Activities	Counties Served	Funding Source (federal or state agency) & Name of Grant (Do not use abbreviations)	National Performance Indicators (NPI) (Identify specific codes, ex: 1.1A)
9.	Community Wide Partnerships	Bexar		4.1
10.	Independent Living GAP disability program	Bexar	City of San Antonio	6.1B
11.	Emergency Assistance Food	Bexar	Community Service Block Grant	6.2A
12.	CPS Emergency Bills	Bexar	CPS Energy	6.2B
13.	Temporary Shelter	Bexar	Community Service Block Grant	6.2C
14.	Emergency Medical Care	Bexar	Community Service Block Grant	6.2D
15.	SAWS LTP, PTP, TRP, Project AGUA	Bexar	San Antonio Water System	6.2K
16.	Transportation	Bexar	City of San Antonio Community Service Block Grant	6.2G
17.	Disaster Relief	Bexar	Community Service Block Grant	6.2H
18.	Clothing	Bexar	Community Service Block Grant	6.2I
19.	Rent & Deposit ESG, CSBG, FEMA, COSA	Bexar	Emergency Shelter Grant Community Service Block Grant Emergency Food & Shelter Board City of San Antonio	6.2 J

PERFORMANCE STATEMENT FOR FY 2006

	Services, Programs, and Activities	Counties Served	Funding Source (federal or state agency) & Name of Grant (Do not use abbreviations)	National Performance Indicators (NPI) (Identify specific codes, ex: 1.1A)
20.	Water COSA, ESG	Bexar	City of San Antonio Emergency Shelter Grant Community Service Block Grant	6.2L
21.	Personal Items	Bexar	Community Service Block Grant	6.2M
22.	Child & Family Development Avance	Bexar	Community Service Block Grant	6.3A3
23.	Avance Parents/Parenting Skills	Bexar	Community Service Block Grant	6.3CI
24.	Life Skills Family Functioning Skill Classes	Bexar	Community Service Block Grant	6.3C2

Attachment II

**City of San Antonio
Department of Community Initiatives
Community Action Division**

**Community Services Block Grant - 2006 CSBG
January 1, 2006 - December 31, 2006**

Cost elements

Budget

REVENUES:

4501100 IO 138000000432 Grants Federal - Operating

1,975,217

TOTAL REVENUES

1,975,217

APPROPRIATIONS:

138000000432 2006 CSBG - Community Action Division

5101010 Regular Salaries	1,042,120
5101030 High Class Pay	-
5101050 Language Skill Pay	12,200
5102010 Election Wages	1,000
5103005 FICA & Medicare Expense	80,657
5103010 Life Insurance	1,583
5104030 Flex Benefits	190,242
5103035 Personal Leave Buy Back	24,000
5105010 Retirement Exp	131,264
5201025 Education - Classes	5,000
5201040 Fees to Prof Contr.	38,951
5202010 Temporary Services	-
5202020 Contractual Services	-
5202025 Other Contractual Services	44,000
5203040 Adv and Publications	4,400
5203050 Membership Dues	6,500
5203060 Binding & Printing	3,000
5203070 Subs to Publications	1,000
5203090 Transportation Fees	1,200
5204020 Maint & Rep - Cmrcl	1,000
5204050 Maint - Buildings	500
5204070 Rental of Field Equipment	2,000
5204080 Maint. - M&E	750
5204090 Maint.- Repair Auto	1,750
5205010 Mail and Parcel Post	2,000
5205020 Rental of Office Equipment	18,000
5205050 Freight and Storage	1,000
5206010 Rental of Facilities	30,000
5207010 Travel-Official	10,000
5208020 Rent of City Motor Pool	800
5301010 M&R MaterialBldg/Imp	75
5301020 M&R Parts Automotive	750
5301030 M&R Material Mach/Eq	150
5302010 Office Supplies	15,000
5303010 Janitorial Supplies	-
5304010 Food	5,000

Attachment II

**City of San Antonio
Department of Community Initiatives
Community Action Division**

**Community Services Block Grant - 2006 CSBG
January 1, 2006 - December 31, 2006**

Cost elements	Budget
5304045 Photographic Supplies	-
5304050 Tools, Apparatus & Accessories	-
5304075 Computer Software	10,000
5304075 Computer Software - VITA	5,000
5304080 Other Commodities	100
5403010 Phone & Fax Services	45,000
5403030 Rental of Pagers	2,400
5403520 ADP - Services	12,500
5403545 Motor Fuel and Lubricants	500
5404510 Automotive Admin Chg	325
5405020 Workers Comp Assess	15,000
5405030 General Liab. Assess	12,000
5501000 Cap <5K - Computer Equipment - VITA	10,000
Total 138000000432	1,788,717
 138000000433 2006 CSBG - Community Action Program SI'	
5407032 DW Other	15,500
5407034 DW Employment Assistance	41,000
5407035 DW Ed Assistance	41,000
Total 138000000433	97,500
 138000000434 2006 CSBG - Community Action Program West	
5407027 DW ID's	250
5407031 DW Transportation	2,000
5407032 DW Other	500
5407033 DW Utility Assistance	7,500
5407036 DW RX	250
5407037 DW Rental Assistance	10,000
Total 138000000434	20,500
 138000000435 2006 CSBG - Community Action Program East	
5407027 DW ID's	250
5407031 DW Transportation	2,000
5407032 DW Other	500
5407033 DW Utility Assistance	7,500
5407036 DW RX	250
5407037 DW Rental Assistance	10,000
Total 138000000435	20,500
 138000000436 2006 CSBG - Community Action Delegate Agencies	
5202020 Contractual Services - Avance	33,000
5202020 Contractual Services - Guadalupe Community Center	15,000
Total 138000000436	48,000
 TOTAL APPROPRIATIONS	 1,975,217

Community Action Division
Community Services Block Grant - 2006 CSBG
January 1, 2006 - December 31, 2006

Personnel Complement

3812010001

<u>Job</u> <u>Class</u>	<u>Positions</u>	<u>Number</u> <u>Authorized</u>	<u>Added/</u> <u>Deleted</u>	<u>Revised</u> <u>Authorized</u>
1077	Community Action Manager	1		1
0999	Senior Management Analyst	2		2
0046	Management Analyst	4		4
0874	Accountant II	1		1
0041	Administrative Assistant II	1		1
0040	Administrative Assistant I	1		1
0017	Secretary I	3		3
0961	Caseworker I	3		3
0971	Caseworker II	17		17
0844	Grants Management Officer	1		1
0870	Special Projects Coordinator	2		2
0889	Department Systems Supervisor	1		1
0896	Department Systems Specialist	0	1	1
0865	Special Projects Officer	1		1
9005	Temporary Employee	22	-22	0
0918	Program Manager	5		5
0972	Casework Supervisor	2		2
0914	Program Counselor	2		2
0067	Administrative Aide	3		3
0985	Case Aide	1		1
0010	Office Assistant	1		1
0042	Senior Administrative Assistant	1		1
	Total Positions	75	-21	54

**PROFESSIONAL
SERVICES CONTRACT**

STATE OF TEXAS

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COUNTY OF BEXAR

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This Contract is made and entered into by and between the CITY OF SAN ANTONIO (hereinafter referred to as "CITY"), a Texas municipal corporation, acting by and through its Director of the Department of Community Initiatives and Guadalupe Community Center (hereinafter referred to as "CONTRACTOR") as authorized by City Council on _____, pursuant to Ordinance No. _____.

WHEREAS, the CONTRACTOR submitted an application to provide Volunteer Income Tax Assistance (VITA) site coordination and supervision; and

WHEREAS, the CITY has negotiated with the CONTRACTOR to provide VITA site coordination and supervision open and free to the public to assist citizens in preparing and filing their income taxes and introduce and connect them to other financial security initiatives (hereinafter referred to as "the Project"); and

ACCORDINGLY, in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

I. TERM

- 1.1 This Contract shall commence on January 1, 2006 and shall terminate on September 30, 2006 unless earlier termination or extension shall occur pursuant to any provision hereof.
- 1.2 Other provisions of this Contract notwithstanding, the Director of Department of Community Initiatives shall be authorized to approve any extension of this Contract, not exceeding six (6) months beyond the term listed under Section 1.1 herein, to allow for the completion of services hereof.

II. CONTRACT PRICING AND BILLING

- 2.1 The total of all payments and obligations made and incurred by CITY under this Contract, in consideration for CONTRACTOR's performance of services under this Contract, shall not exceed the total amount of \$15,000.00.
- 2.2 An initial invoice, based on the payment terms set forth in Section 2.1 of this agreement and consistent with the number of hours actually worked by CONTRACTOR, will be billed to the CITY thirty (30) days after the effective date of the agreement. After initial billing, invoices consistent with the above will be submitted every thirty (30) days thereafter until the completion of the agreement. The information contained in such invoices shall be in such detail as may be required by CITY. CITY shall pay CONTRACTOR upon the delivery by CONTRACTOR to CITY of an invoice and the approval of said invoice by the Director of Community Initiatives. Upon approval of the invoice by CITY, CITY shall pay CONTRACTOR no later than thirty (30) days after the date of such approval.
- 2.3 Final Payment due under the Contract will not be paid until the all work, reports, data, documents and any other unfinished services necessary to complete performance under the Contract have been received,

performed and are approved by the CITY, as meeting all the tasks required hereunder in Section 3.1. The CITY shall not be liable for any payment under this CONTRACT for services which are unsatisfactory or which have not been approved by the CITY.

- 2.4 CITY shall not be obligated or liable under the Contract to any party, other than CONTRACTOR, including any subcontractors, for payment of any monies for provision of any goods or services.
- 2.5 All expenses necessary to provide and complete the services required hereunder, including any travel, project related and administrative expenses, shall be included in the total costs of the CONTRACT referenced in Section 2.1 of the CONTRACT.

III. SCOPE OF SERVICES

- 3.1 The CONTRACTOR will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the CITY and in compliance with the Statement of Work and Budget, attached hereto and incorporated herein as Attachment "A". Goals, objectives and performance standards for the Project will be established by the City's Department of Community Initiatives. The CONTRACTOR understands and agrees that Attachment A is a part of the CONTRACT, as though fully set out herein, and that all obligations, conditions, tasks, products, and representations set forth in said documents are required to be fulfilled by the CONTRACTOR as completely and fully are the obligations, conditions, tasks, products, and representations imposed by this CONTRACT.

IV. TERMINATION

- 4.1 For purposes of this CONTRACT, "termination" of this CONTRACT shall mean termination by expiration of the CONTRACT term or earlier termination pursuant to any of the provisions hereof.
- 4.2 **TERMINATION BY NOTICE:** The CONTRACT may be canceled by either party upon written notice, provided such notice specifies an effective date of termination, which shall be not less than thirty (30) calendar days nor more than ninety (90) calendar days from the date such notice is received by the other party. If the notice does not specify a date of termination, the effective date of termination shall be thirty (30) calendar days after receipt of the notice by the other party. All files are the property of the CITY and, at the CITY'S request, will be delivered at no cost to the CITY or its designated recipient at the effective date of termination. Any CITY funds held in any escrow account(s) shall be returned to the CITY within thirty (30) calendar days after the effective termination date.
- 4.3 **TERMINATION FOR CAUSE:** Should either party default in the performance of any of the terms or conditions of this CONTRACT, the other party shall deliver to the defaulting party written notice thereof specifying the matters on default. The defaulting party shall have ten (10) calendar days after its receipt of the written notice to cure such default. If the defaulting party fails to cure the default within such ten (10) day period, this CONTRACT shall terminate at 11:59 p.m. on the tenth day after the receipt of the notice by the defaulting party.
- 4.4 **TERMINATION BY LAW:** If any state or federal law or regulation is enacted or promulgated which prohibits the performance of any of the duties herein or if any law is interpreted to prohibit such performance, this CONTRACT shall automatically terminate as of the effective date of such prohibition.
- 4.5 **EFFECT OF TERMINATION:** The period between notice of termination and the effective date of termination shall be used to effect an orderly transfer of records and funds, if any, from the CONTRACTOR to the CITY or to such person(s) as the CITY may designate. Any records transfer shall be completed within fifteen (15) calendar days of the termination date. Any such transfer of records or funds shall be completed at the CONTRACTOR'S sole cost and expense.

- 4.6 Within thirty (30) calendar days of the effective date of termination (unless an extension is authorized in writing by the CITY), the CONTRACTOR shall submit to the CITY, its claim, in detail, for the monies owed by the CITY for services performed under this CONTRACT through the effective date of termination.
- 4.7 Upon termination or cancellation of this CONTRACT, the CITY may immediately commence an audit of the CONTRACTOR'S books, accounts, and records. Within thirty (30) calendar days after being notified by the CITY of the results of said audit, the CONTRACTOR shall pay the CITY any amount shown by said audit to be owed the CITY or its employees. No waiver of existing default shall be deemed to waive any subsequent default.
- 4.8 In the event that through action or no action initiated by the City of San Antonio, the CITY'S legislative body does not appropriate funds for the continuation of a contract and has no funds to do so from other sources, the contract may be terminated. To effect this termination, the CITY shall, 30 days prior to the period for which funds are not appropriated, send the CONTRACTOR written notice stating that the City of San Antonio failed to appropriate funds.

V. INDEPENDENT CONTRACTOR

- 5.1 It is expressly understood and agreed that the **CONTRACTOR** is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the **CITY** shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.
- 5.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.
- 5.3 Any and all of the employees of the **CONTRACTOR**, wherever located, while engaged in the performance of any work required by the **CITY** under this **CONTRACT** shall be considered employees of the **CONTRACTOR** only, and not of the **CITY**, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the **CONTRACTOR**.

VI. CONFIDENTIALITY

- 6.1 No reports, information, project evaluation, project designs, data or any other documentation developed by, given to, prepared by, or assembled by **CONTRACTOR** under this Contract shall be disclosed or made available to any individual or organization by **CONTRACTOR** without the express prior written approval of **CITY**. In the event **CONTRACTOR** receives any such request, **CONTRACTOR** shall forward such request to **CITY** immediately.
- 6.2 **CONTRACTOR** shall establish a method to secure the confidentiality of records and information that **CONTRACTOR** may have access to, in accordance with the applicable federal, state, and local laws, rules and regulations. This provision shall not be construed as limiting **CITY**'s right of access to records or other information under this **CONTRACT**.
- 6.3 **CONTRACTOR** shall comply with the confidentiality procedures pertaining to records and other information in accordance with the applicable Federal laws, State laws, the San Antonio City Charter, City ordinance, rules and regulations.
- 6.4 If the **CONTRACTOR** receives inquiries regarding documents within their possession pursuant to the **CONTRACT**, the **CONTRACTOR** shall immediately forward such request to the **CITY** for disposition.

VII. OWNERSHIP OF DOCUMENTS

- 7.1 In accordance with Texas law, CONTRACTOR acknowledges and agrees that all local government records created or received in the transaction of official business or the creation or maintenance of which were paid for by public funds are declared to be public property and are subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, no such local government records produced by or on behalf of CONTRACTOR pursuant to this CONTRACT shall be the subject of any copyright or proprietary claim by CONTRACTOR.

The term "*local government record*" as used herein shall mean any document, paper, letter, book, map, photograph, sound or video recording, microfilm, magnetic tape, electronic medium, or other information recording medium, regardless of physical form or characteristic and regardless of whether public access to it is open or restricted under the laws of the state, created or received by local government or any of its officers or employees pursuant to law, including an ordinance, or in the transaction of public business.

- 7.2 The CITY shall own the copyright of whatever nature or extent and in all media whatsoever to any documents and records produced through the expenditure of public funds as provided by Section 201.005, Texas Local Government Code. CONTRACTOR and its employees, officers and agents, if any, shall be responsible for furnishing appropriate documentation confirming and/or transferring such copyright ownership in and to the CITY. Provided, however, nothing herein contained is intended nor shall it be construed to require CONTRACTOR to transfer any ownership interest in CONTRACTOR's best practice and benchmarking information to the CITY.

VIII. INTELLECTUAL PROPERTY

- 8.1 CONTRACTOR shall pay all royalties and licensing fees. CONTRACTOR shall hold the CITY harmless and indemnify the CITY from the payment of any royalties, damages, losses or expenses including attorney's fees for suits, claims or otherwise, growing out of infringement or alleged infringement of copyrights, patents, materials and methods used in the project. It shall defend all suits for infringement of any Intellectual Property rights. Further, if Respondent has reason to believe that the design, service, process or product specified is an infringement of an Intellectual Property right, it shall promptly give such information to the CITY.

- 8.2 Upon receipt of notification that a third party claims that the program(s), hardware or both the program(s) and the hardware infringe upon any United States patent or copyright, CONTRACTOR will immediately:

8.2.1 Either:

- a) obtain, at CONTRACTOR's sole expense, the necessary license(s) or rights that would allow the CITY to continue using the programs, hardware, or both the programs and hardware, as the case may be, or,
- b) alter the programs, hardware, or both the programs and hardware so that the alleged infringement is eliminated, and
- c) reimburse the CITY for any expenses incurred by the CITY to implement emergency backup measures if the CITY is prevented from using the programs, hardware, or both the programs and hardware while the dispute is pending.

8.2.2 CONTRACTOR further agrees to:

- a) assume the defense of any claim, suit, or proceeding brought against the CITY for infringement of any United States patent or copyright arising from the use and/or sale of the equipment or software under this Agreement,

- b) assume the expense of such defense, including costs of investigations, reasonable attorneys' fees, expert witness fees, damages, and any other litigation-related expenses, and
- c) indemnify the CITY against any monetary damages and/or costs awarded in such suit;

Provided that:

- CONTRACTOR is given sole and exclusive control of all negotiations relative to the settlement thereof, but that Respondent agrees to consult with the City Attorney of the CITY during such defense or negotiations and make good faith effort to avoid any position adverse to the interest of the CITY,
- that the Software or the equipment is used by the CITY in the form, state, or condition as delivered by CONTRACTOR or as modified without the permission of CONTRACTOR, so long as such modification is not the source of the infringement claim,
- that the liability claimed shall not have arisen out of the CITY's negligent act or omission, and
- that the CITY promptly provide CONTRACTOR with written notice within 15 days following the formal assertion of any claim with respect to which the CITY asserts that CONTRACTOR assumes responsibility under this section.

IX. RECORDS

- 9.1 Upon completion of the Project, all records, data, finished or unfinished documents, reports, charts, schedules, or other appended documentation pertaining to the Project, and any related responses, inquiries, correspondence and material, shall become the property of the CITY, and CITY shall be entitled to utilize the work product for appropriate purposes without further compensation to CONTRACTOR.
- 9.2 CONTRACTOR shall deliver all documents to the CITY, upon termination of the Contract, in a timely and expeditious manner, at CONTRACTOR's sole cost and expense.
- 9.3 The CONTRACTOR shall retain all records owned by or to which the CITY has access to, for the retention periods set forth in the Texas Local Government Records Act.
- 9.4 CITY shall be notified immediately by CONTRACTOR of any requests, by a third party, for information pertaining to documentation and records obtained and/or generated under the Contract. As such, CONTRACTOR understands and agrees that CITY will process and handle all such requests.

X. RIGHT OF REVIEW AND AUDIT

- 10.1 CONTRACTOR and its subcontractors, if any, shall properly, accurately, and completely maintain all books, documents, papers, accounting records, and other evidence pertaining to this Contract and shall make such materials available to CITY, at CITY's Budget & Performance Assessment Department, 115 Plaza de Armas, San Antonio, Texas, at all reasonable times and as often as CITY may deem necessary during the Contract term, including any renewal and extension hereof, for the purpose of auditing, examining and making copies by CITY, and any of its authorized representatives.

XI. LICENSES AND CERTIFICATIONS

- 11.1 CONTRACTOR warrants and certifies that CONTRACTOR and any other person designated by it to provide services hereunder has the requisite training, license and/or certification to provide said services

and meets all competence standards promulgated by all other authoritative bodies, as applicable to the services provided herein.

XII. CONFLICT OF INTEREST

- 12.1 CONTRACTOR acknowledges that it is informed that the Charter of the CITY of San Antonio and its Ethics Code prohibit a CITY officer or employee, as those terms are defined in the Ethics Code, from having a financial interest in any contract with CITY or any CITY agency such as CITY owned utilities. An officer or employee has a "prohibited financial interest" in a contract with CITY or in the sale to CITY of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: a CITY officer or employee; his parent, child or spouse; a business entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the business entity, or ten (10) percent or more of the fair market value of the business entity; a business entity in which any individual or entity above listed is a subcontractor on a CITY contract, a partner or a parent or subsidiary business entity.
- 12.2 CONTRACTOR warrants and certifies, and this Contract is made in reliance thereon, that it, its officers, employees and agents are neither officers nor employees of CITY. CONTRACTOR further warrants and certifies that it has tendered to CITY a Discretionary Contracts Disclosure Statement in compliance with CITY's Ethics Code.

XIII. INSURANCE

- 13.1 CONTRACTOR shall be responsible for insuring its employees and sub-recipients for Worker's Compensation or Alternative Plan. If a Worker's Compensation Policy is maintained, then for the duration of this AGREEMENT, CONTRACTOR will attach a waiver of subrogation in favor of the CITY.
- 13.2 CONTRACTOR shall be responsible for insuring its own Property, Equipment, Autos and Legal Liability. In no event will the CITY be required to maintain any insurance coverage for CONTRACTOR.

XIV. INDEMNITY

- 14.1 CONTRACTOR covenants and agrees to **FULLY INDEMNIFY, and HOLD HARMLESS**, the City and the elected officials, employees, officers, directors, volunteers, and representatives of the City, individually or collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the City directly or indirectly arising out of, resulting from or related to CONTRACTOR's activities under this Contract, including any acts or omissions of CONTRACTOR, any agent, officer, director, representative, employee, CONTRACTOR or subcontractor of CONTRACTOR, and their respective officers, agents, employees, directors and representatives while in the exercise of performance of the rights or duties under this Contract, all without however, waiving any governmental immunity available to the CITY under Texas Law and without waiving any defenses of the parties under Texas Law. **IT IS FURTHER COVENANTED AND AGREED THAT SUCH INDEMNITY SHALL APPLY EVEN WHERE SUCH COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES, FEES, FINES, PENALTIES, ACTIONS, DEMANDS, CAUSES OF ACTION, LIABILITY AND/OR SUITS ARISE IN ANY PART FROM THE NEGLIGENCE OF CITY, THE ELECTED OFFICIALS, EMPLOYEES, OFFICERS, DIRECTORS AND REPRESENTATIVES OF CITY, UNDER THIS CONTRACT.** The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. CONTRACTOR shall promptly advise the City in writing of any claim or demand against the CITY or CONTRACTOR known to CONTRACTOR related to or arising out of CONTRACTOR's activities under this Contract and shall see to the investigation of and defense of such claim or demand at

CONTRACTOR's cost. The City shall have the right, at its option and at its own expense, to participate in such defense without relieving CONTRACTOR of any of its obligations under this paragraph.

- 14.2 It is the EXPRESS INTENT of the parties to this Contract, that the INDEMNITY provided for in this Section, is an INDEMNITY extended by CONTRACTOR to INDEMNIFY, PROTECT and HOLD HARMLESS, the City from the consequences of the CITY's OWN NEGLIGENCE, provided however, that the INDEMNITY provided for in this section SHALL APPLY only when the NEGLIGENT ACT of the City is a CONTRIBUTORY CAUSE of the resultant injury, death, or damage, and shall have no application when the negligent act of the City is the sole cause of the resultant injury, death, or damage. CONTRACTOR further AGREES TO DEFEND, AT ITS OWN EXPENSE, and ON BEHALF OF THE CITY AND IN THE NAME OF THE CITY, any claim or litigation brought against the City and its elected officials, employees, officers, directors, volunteers and representatives, in connection with any such injury, death, or damage for which this INDEMNITY shall apply, as set forth above.

XV. AMENDMENT

- 15.1 This Contract, together with its authorizing ordinance and exhibits, if any, shall constitute the full and final agreement between the parties hereto.
- 15.2 Except where the terms of this Contract expressly provide otherwise, any amendment to this Contract shall not be binding on the parties unless such amendment be in writing, executed by both CITY and CONTRACTOR and dated subsequent to the date hereof.
- 15.3 It is understood and agreed by parties hereto, that changes in local, state and federal rules, regulations or laws applicable hereto, may occur during the term of this CONTRACT and that any such changes shall be automatically incorporated into this CONTRACT without written amendment hereto, and shall become a part hereof as of the effective date of the rule, regulation or law. The CONTRACTOR expressly agrees to comply with all applicable federal, state, and local laws.

XVI. NOTICE

- 16.1 Any notice required, permitted or appropriate under this CONTRACT shall be deemed sufficient if in writing and sent certified mail, return receipt requested, postage prepaid, to CITY or CONTRACTOR at the respective address set forth below or to any other address of which written notice of change is given:

CITY

City of San Antonio
Attn: Dennis J. Campa, Director
Department of Community Initiatives
115 Plaza de Armas, Suite 210
San Antonio, Texas 78205

CONTRACTOR

Guadalupe Community Center
Attn: Elvia F. Gonzales
1801 W. Durango
San Antonio, Texas 78207
Phone 210-226-6178

XVII. LEGAL AUTHORITY

- 17.1 The person signing on behalf of CONTRACTOR represents and warrants and certifies that he has full legal authority to execute this Contract on behalf of CONTRACTOR and has authority to bind CONTRACTOR to all the terms, conditions, provisions and obligations contained herein.

XVIII. SUBCONTRACTING AND ASSIGNING INTEREST

- 18.1 Any subcontracts or assignments on interests entered into by CONTRACTOR concerning work tasks for this CONTRACT shall be communicated in writing to CITY prior to the effective date of this

CONTRACT and prior to commencement of any work subsequent to this CONTRACT's effective date. **CONTRACTOR** shall not assign, sell, pledge, transfer or convey any interest in this CONTRACT, nor delegate the performance of any duties hereunder, by transfer, by subcontracting, or by any other means, to any other party without prior written consent of **CITY**, evidenced by passage of an ordinance to that effect by the San Antonio City Council. Any such attempt at an assignment will be void *ab initio*, and shall confer no rights on the purported assignee. Should **CONTRACTOR** assign, transfer, convey, delegate or otherwise dispose of any part of, or all of, its right, title or interest in this CONTRACT, the **CITY** may, at its option, cancel this contract and all rights, titles and interest of **CONTRACTOR** shall thereupon cease and terminate, notwithstanding any other remedy available to **CITY** under this CONTRACT. The violation of this provision by **CONTRACTOR** shall in no event release **CONTRACTOR** from any obligation under the terms of this CONTRACT, nor shall it relieve or release **CONTRACTOR** from the payment of any damages to **CITY** which **CITY** sustains as a result of such violation.

- 18.2 **CONTRACTOR's** subcontractors may not voluntarily assign, transfer, subcontract or pledge, in whole or in part, any contract with **CONTRACTOR** arising from or in relation to this CONTRACT, nor shall any involuntary transfer or assignment result in a transfer of any rights conferred by this CONTRACT. **CONTRACTOR** shall indicate this limitation in all contracts with approved subcontractors.
- 18.3 **CONTRACTOR** agrees to notify **CITY** any changes in ownership interest greater than 10%, or control of its business entity, not less than sixty (60) days in advance of the effective date of such change. Notwithstanding any other remedies that are available to **CITY** under this CONTRACT, any such change of ownership interest or control of its business entity may be grounds for termination of this CONTRACT at the sole discretion of the **CITY**.
- 18.4 In no event shall such written consent, if obtained, relieve **CONTRACTOR** from any and all obligations hereunder or change the terms of this CONTRACT.
- 18.5 **CITY** must approve all substitutions of subcontractors to determine if the disadvantaged business enterprise goal will be decreased by substitution of a disadvantaged subcontractor with a non-disadvantaged subcontractor.

XIX. SUCCESSORS AND ASSIGNS

- 19.1 This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and their assigns, however, **CONTRACTOR** may not assign this Contract without prior written consent of **CITY** in accordance with Section XVII hereof.

XX. NON WAIVER

- 20.1 The granting or acceptance of extensions of time to complete the work or furnish the materials or reports required herein will not operate as a release to the **CONTRACTOR** from any covenants and conditions required in this CONTRACT.

XXI. COMPLIANCE

- 21.1 **CONTRACTOR** shall provide and perform all services under this CONTRACT in compliance with all applicable federal, state, local laws, rules and regulations.
- 21.2 The **CONTRACTOR** certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988 and the Drug-Free Workplace Rules established by the Texas Worker's Compensation Commission effective April 17, 1991. Failure to comply with the above referenced law and regulations could subject the **CONTRACTOR** to suspension of payments, termination of Contract, and debarment and suspension actions.

- 21.3 CONTRACTOR shall not engage in employment practices which have the effect of discriminating against any employee or applicant for employment, and, will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to their race, color, religion, national origin, sex, age, handicap, or political belief or affiliation. Specifically, CONTRACTOR agrees to abide by all applicable provisions of San Antonio City ordinance number 69403 on file in the City Clerk's Office. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination and equal opportunity provisions:
- a. Titles VI and VII of the Civil Rights Act of 1964, as amended;
 - b. Section 504 of the Rehabilitation Act of 1973, as amended;
 - c. The Age Discrimination Act of 1975, as amended;
 - d. Title IX of the Education Amendments of 1972, as amended; and
 - e. All applicable regulations implementing those laws.
- 21.4 The funding level of this contract is based on the grant awarded to the Department of Community Initiatives by the Texas Department of Housing and Community Affairs. The grant is based on an appropriation for the VITA Project and Department of Community Initiatives receipt of grant through the Community Services Block Grant Fund. The budget to this contract may be adjusted to correspond to the actual grant awarded. In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this CONTRACT or its governing rules, regulations, laws, codes or ordinances, CITY, as the party ultimately responsible for all matters of compliance with Texas Department of Housing and Community Affairs rules and regulations, shall have the final authority to render or secure an interpretation.

XXII. VENUE AND GOVERNING LAW

- 22.1 **THIS CONTRACT SHALL BE CONSTRUED UNDER AND IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS. VENUE FOR ANY LEGAL ACTION, CLAIM OR DISPUTE ARISING DIRECTLY OR INDIRECTLY AS A RESULT OF THIS CONTRACT SHALL BE IN BEXAR COUNTY, TEXAS.**
- 22.2 **ALL OBLIGATIONS OF THE PARTIES CREATED HEREUNDER ARE PERFORMABLE IN BEXAR COUNTY, TEXAS.**

XXIII. SEVERABILITY

- 23.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future laws during the term of this Contract, including any extension and renewal hereof, it is the intention of the parties hereto that the remainder of the Contract shall not be affected thereby, and that in lieu of each clause or provision of the Contract that is held invalid, illegal or unenforceable, a new clause or provision be added, as similar in terms and content, to be legal, valid, and enforceable under the Contract.

XXIV. GENDER

- 24.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

XXV. CAPTIONS

- 25.1 The captions contained in this Contract are for convenience of reference only and shall in no way limit or enlarge the terms and conditions of this Contract.

XXVI. ENTIRE AGREEMENT

- 26.1 This Contract, together with its authorizing ordinance and exhibits, if any, embodies the final and entire agreement of the parties hereto, superseding all oral or written previous and contemporary agreements

between the parties and relating to matters in this Contract. No other agreements, oral or otherwise regarding the matters of this Contract shall be deemed to exist or to bind the parties unless same be executed in accordance with Section XV.

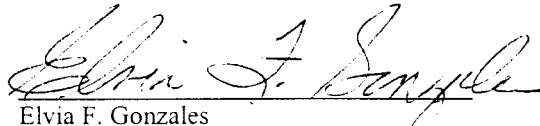
EXECUTED this the _____ day of _____, _____.

CITY

City of San Antonio, Texas

Dennis J Campa, Director
Department of Community Initiatives

CONTRACTOR



Elvia F. Gonzales
Guadalupe Community Center

APPROVED AS TO FORM:

Assistant City Attorney

VITA Site coordination and supervision

Statement of Work Attachment "A"

In support of the City of San Antonio's Volunteer Income Tax Assistance (VITA) program, and within the contract funding allocation, CONTRACTOR, using established internal procedures and practices, will provide VITA Site coordination at one site located at 734 SW 35th Street, San Antonio, Texas to support the City's VITA program.

CONTRACTOR shall target low-income families earning less than \$34,692 annually to provide assistance in preparing income taxes, and provide training and awareness on economic literacy to include money managing and budgeting. CONTRACTOR shall also provide assistance with Earned Income Tax Credits (EITC) and Child Tax Credits (CTC).

CONTRACTOR shall provide the following services:

- 1) Outreach the San Antonio Housing Authority, other community based organizations, church groups, and attend neighborhood meetings to recruit families to participate in the VITA program
- 2) Determine program eligibility of participating families using an intake form
- 3) Refer participating families needing further assistance to other programs

Additionally, CONTRACTOR shall provide the following services to 500 eligible families:

- 4) Free income tax preparation for those eligible to receive EITC and CTC returns
- 5) Submit income tax forms electronically to IRS
- 6) Provide participating families with money management literature and brochures in English and Spanish
- 7) Refer participating families to other programs that will assist them with banking, saving, and other financial strategies

CONTRACTOR shall hire or subcontract with, at a minimum, a full-time Coordinator to coordinate and supervise the volunteers that will prepare income tax forms and volunteers that will provide financial planning and an administrative clerk to assist in completion of forms, provide interpretation and advice.

CONTRACTOR shall ensure that all employees and volunteers have attended appropriate training as recommended and/or hosted by the City.